



Winnebago County - Purchasing Department
 404 Elm Street Room 202, Rockford, Illinois 61101
 (815)319-4380 purchasing@purchasing.wincoil.gov

REQUEST FOR PROPOSALS	24P-2320	ISSUE DATE	4/29/2024
RFP TITLE	PUBLIC SAFETY BUILDING REMODEL DESIGN-BUILD PROJECT		
RFP DUE DATE	PHASE I: 6/7/2024 2:00 PM PHASE II: 8/15/2024 2:00 PM		
SUBMIT 6 PAPER COPIES, PLUS 1 USB		BOND(S) REQUIRED	BID & PERFORMANCE

The County of Winnebago, Illinois, hereby invites qualified and interested firms to submit Qualifications and Proposals for the *PUBLIC SAFETY BUILDING REMODEL – DESIGN-BUILD PROJECT*. The project involves designing a 51,000 sq ft Family Courts Center in the existing Public Safety building, upgrade existing MEPF Infrastructure, demolition of 3rd and 4th floors at 420 West State Street, Winnebago County Rockford, IL. The County of Winnebago is a unit of local government in the State of Illinois with a current population of almost 300,000 as estimated by the US Census Bureau, within its 519 square miles. It is the 7th most populous County in Illinois. The governing body is the County Board, which is comprised of twenty members. The County has eighteen (18) constructed facilities in various locations totaling approximately 1,684,230 SF.

Virtual Pre-Proposal Meeting – Tuesday, May 7, 2024 at 11:00 am via Zoom
Link Here: [Virtual Pre-Proposal Meeting Zoom Link Here](#)

SCHEDULE OF EVENTS PHASE I	
5/7/2024 at 11:00 AM	Virtual Pre-Proposal Meeting
5/17/2024 by 2:00 PM	Phase I Questions Due
5/29/2024 by 2:00 PM	Phase I Response to Questions Due
6/7/2024 by 2:00 PM	Phase I Proposal Due Date Deadline
SCHEDULE OF EVENTS PHASE II	
Week of 7/15/2024 - TBD	Mandatory Meeting and Job-Walk
7/24/2024 by 2:00 PM	Phase II Questions Due
7/31/2024 by 2:00 PM	Phase II Response to Questions Due
8/15/2024 by 2:00 PM	Phase II Proposal Due Date Deadline

SECTION ONE: GENERAL CONDITIONS

AMERICANS WITH DISABILITIES ACT

The Proposer will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC 12101-12213) and all applicable Federal Regulations under the Act, including 28 CFR Parts 35 and 36.

CANCELLATION

The County of Winnebago reserves the right to cancel any Contract in whole or in part without penalty due to failure of the Proposer to comply with terms, conditions, and specifications of their awarded Contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Proposer certifies, by submission of this Proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation in their Proposal response.

COMPLIANCE WITH LAWS

All services, work, and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances, and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced herein. The successful Proposer must be authorized to do business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

The Proposer must obtain all licenses, permits, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Proposer must require any and all Subcontractors to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this Proposal and/or termination of this Agreement.

In the event Federal or State funds are being used to fund this Contract, additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the Proposer will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the Proposer, it reserves the right to reject any Proposal, cancel any Contract and pursue any other legal remedies deemed necessary.

COST OF THE PROPOSAL

Expenses incurred in the preparation of Proposals in response to this RFP is the Proposer's sole responsibility. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting Proposals, providing additional information when requested by the County, or for participating in any selection interviews.

DISPUTES

In case of disputes as to whether or not an item or service quoted or delivered meet specifications, the decision of the Director of Purchasing, or authorized representative, shall be final and binding to all parties.

FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a Proposal will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a Proposal is open to inspection or copying by the public unless clearly marked with the appropriate exemption that applies under the Freedom of Information Act.

Additionally, if providing documents that you believe fall under an exemption to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exemption.

GOVERNING LAWS AND REGULATIONS

The Proposer is required to be familiar with and shall be responsible for complying with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner affect the work. Knowledge of occupational license requirements and obtaining such licenses for the County and municipalities within the County are the responsibility of the Proposer.

HOLD HARMLESS CLAUSE

The Proposer covenants and agrees to indemnify, hold harmless and defend the County, its Board members, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by County, and any other losses, damages, and expenses of any kind, including attorneys' fees, costs and expenses, which arise out of, in connection with, or by reason of services provided by the Proposer or any of its Sub-consultant(s) in any tier, occasioned by the negligence, recklessness, or intentionally wrongful conduct of the Proposer, or its Sub-consultant(s) in any tier, their officers, employees, servants or agents. In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Proposer's failure to purchase or maintain the required insurance, the Proposer shall indemnify the County from any and all increased expenses resulting from such delay.

Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Proposer, the Proposer agrees and warrants that Proposer shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

INDEMNITY

The Proposer shall, at all times, fully indemnify, hold harmless, and defend the County of Winnebago and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this Contract by the Proposer and its employees, or because of any act or omission, neglect or misconduct of the Proposer, its employees and agents or its Subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Proposer's violation of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting the County of Winnebago and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions, or suits brought against them.

The Proposer shall likewise be liable for the cost, fees and expenses incurred in the County's or the Proposer's defense of any such claims, actions, or suits. The Proposer shall be responsible for any damages incurred as a result of its errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions, or negligent acts.

NON-COLLUSION

The Proposer, by its officers, agents or representatives present at the time of filing this RFP, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Proposer's, or with any public officer of the County of Winnebago, Illinois, whereby, the Proposer has not paid or is to pay to such Proposer or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other Proposer(s). Whereby, no inducement of any form or character other than that which appears upon the face of the RFP will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said RFP or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this RFP.

RESPONSIBLE BIDDER FOR PUBLIC WORKS PROJECTS

A person (firm) who has the capability in all respects to perform fully the public works contract requirements, and the experience, personnel, reliability, facilities capacity, equipment, acceptable past performance and credit which will assure good faith performance. Responsible bidder for Public Works Projects means a bidder for public works projects advertised, awarded, and financed, in whole or in part, with county public funds, who meets all of the job specifications, including the following applicable criteria. Evidence of compliance is required for public works projects estimated to be over bidding threshold in value.

- a. Certificates of insurance indicating the following coverages: general liability, workers' compensation, completed operations, and vehicle. Performance bonds, as required.
- b. To qualify as a Responsible Bidder for Public Works Projects exceeding \$30,000.00, or as defined in the most current Illinois Compiled Statutes for small purchases, the Responsible Bidder and Subcontractors must be a member of an organization that participates in an active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship and Training, or its successor, for each of the trades of work contemplated under the awarded contract. The required evidence shall include, but is not limited to, a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project. Said requirements may also be satisfied if the Responsible Bidder and Subcontractors are active members of the Northwestern Illinois Building and Construction Trades Council or the Associated Builders and Contractors.
- c. Compliance with all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* All contractors and sub-contractors, as determined by the contract, are required to turn in

certified payrolls as specified in Illinois Public Act 94-0515, and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 *et seq.*

- d. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project prior to the subcontractor commencing work on the Public Works project.

The provisions contained in the definitions of “*Responsible Bidder*” and “*Responsible Bidder for Public Works Projects*” shall not apply to grant, state or federally funded construction projects or Illinois Department of Transportation projects if such application would jeopardize the receipt or use of federal, state or grant funds in support of such project.

PREVAILING WAGE:

Prevailing rate of wages as determined by the Illinois Department of Labor ([Published Rates For Winnebago County \(illinois.gov\)](http://www.idol.state.il.us/Published_Rates_For_Winnebago_County_illinois.gov)) does apply to some or all work performed on this contract and paid to all laborers, workers and mechanics performing work under this contract. State statutes regarding Prevailing Wage and the current wage rates are available online. Proposer must retain payroll records for five (5) years and make those records available for inspection by the County or the Illinois Department of Labor. It is the Contractor’s responsibility to comply with these requirements and to assure compliance by their subcontractors.

PROMPT PAYMENT ACT

The Proposal should provide that all payments are subject to the Local Governmental Prompt Payment Act, 50 ILCS 505/1 *et seq.*

PROTEST

Firms wishing to protest any RFP and/or awards shall notify the Director of Purchasing in writing within five (5) calendar days after the RFP due date/opening. The notification should include the RFP number, the name of the firm protesting and the reason why the firm is protesting the RFP. The Director of Purchasing will respond to the protest within five (5) calendar days.

RESERVATION OF RIGHTS

The County of Winnebago reserves the right to reject any or all Proposals failing to meet the County specifications or requirements and to waive technicalities. If, in the County’s opinion, the lowest Proposal is not the most responsible Proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County. Intangible factors, such as the Proposer’s reputation and past performance, will also be weighed.

The County further reserves the right to reject all Proposals and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFP. The County reserves the right to award to more than one Proposer.

Submission of a Proposal confers no rights on the Proposer to a selection or to a subsequent Contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County’s discretion and shall be made in the best interest of the County.

TERMINATION, CANCELLATION AND DAMAGES

The County may terminate based on the Proposer’s breach or default. Unless the breach or default creates an emergency, as determined in the County’s sole discretion, the Proposer shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Proposer's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Proposer any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages, and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Proposer under this Proposal or any unrelated Contract. The County may terminate any Contract or agreement resulting from this RFP at any time for any reason by giving at least thirty (30) days' notice in writing to awarded Proposer. If the Contract is terminated by the County as provided herein, the Proposer will be paid a fair payment as negotiated with the County for the work completed as of the date of termination.

PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposer's to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by an authorized representative of the Proposer or by formal written notice prior to the final due date and time specified for Proposal submission. Submitted Proposals will become the property of the County of Winnebago after the Proposal submission deadline.

However, no Proposer shall withdraw or cancel their Proposal for a period of (120) days after said advertised closing time for the receipt of Proposals; the successful Proposer shall not withdraw or cancel their Proposal after having been notified by the Director of Purchasing that said Proposal has been accepted by the County Board.

BID BOND REQUIRED: A Bid Bond for not less than ten percent (10%) of the Bid amount must accompany all bids as a guarantee that if the bid is accepted, the Proposer will execute and file the proper contract. This requirement only applies to Phase II. A bank cashier's check, bank draft, or certified check, made payable to the County of Winnebago, equal to the amount specified is acceptable in lieu of a Bid Bond. Money Orders or Company checks will not be accepted.

Proposals received without a Bid Bond, as outlined herein, will be rejected. The unsuccessful Proposer's checks will be returned after the County Board has awarded the Bid. The Bid Bond or cashier's check of the successful Proposer will be returned after being replaced with their Performance Bond.

PERFORMANCE BOND REQUIREMENT: County reserves the right to request a Performance Bond for the full amount of the Contract to be valid throughout the life of the Contract. Proposal shall include the Proposer's cost to secure a Performance Bond for the full amount of the contract, the potential bond provider and the Proposer's bonding capacity. Final determination of requirement will be made during the selection process and the cost of the Performance Bond to the Proposer will be considered at that time. Disclosure of this decision will be made prior to contract execution.

Please note Bid and Performance Bond requirements only apply to Phase II proposal submissions.

END OF SECTION ONE: GENERAL CONDITIONS

SECTION TWO: INSTRUCTION TO PROPOSERS

PRE-PROPOSAL MEETING

There will be a Virtual Pre-Proposal Meeting as outlined in the Schedule of Events. Due to the sensitive nature of the project access will be provided to pre-proposal meeting attendees as well as potential proposers upon request by emailing purchasing@purchasing.wincoil.gov.

Virtual Pre-Proposal Meeting Tuesday, May 7, 2024 11:00 am

Via Zoom: <https://us02web.zoom.us/j/83809241721?pwd=L3Y1Vm0zNlpKVHM2L2p4ZDIZQ1VTQT09>

Meeting ID: 838 0924 1721

Passcode: 975871

COMMUNICATION

All communication regarding this invitation, between the date of issue and date of award, is required to go through purchasing@purchasing.wincoil.gov. Subject line of communications regarding this project should read: “**PROJECT #: Project Name**”. Clarification and/or Questions shall be submitted by email. Please refer to Schedule of Events regarding questions and responses timeline.

Supplemental Information and Project Resources will be available on the Purchasing Website at [Open Bids, Quotes & RFP's \(wincoil.gov\)](#) however, you will also need to submit a request for the documents portal: [Request Reference Docs Here](#).

COPIES OF RFP DOCUMENTS

- A. Only complete sets of RFP solicitation documents should be used for preparing Proposals. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of RFP solicitation documents will be provided via an online link.

EXAMINATION OF RFP DOCUMENTS

Each Proposer shall carefully examine the RFP and other documents, and inform himself thoroughly regarding any and all conditions and requirements that may affect cost, progress, or performance of the work to be performed under the Proposal. Misinterpretation on the part of the Proposer shall in no way relieve him/her of the obligations and responsibilities assumed under the Proposal.

INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the documents. Any inquiries or requests for interpretation must be submitted to purchasing@purchasing.wincoil.gov or in writing by the Question Due Date specified in the **Schedule of Events**.

All such changes or interpretations will be made in writing in the form of an addendum and, if issued, shall be posted on the County's website no later than five (5) business days prior to the established Proposal due date. It shall be the Proposer's sole responsibility thereafter to find and download the addendum.

Each Proposer MUST acknowledge receipt of such addenda on the Proposal Signature Form. All addenda are part of the documents and each Proposer will be bound by such addenda, whether or not received by him/her.

PREPARATION OF PROPOSALS

Signature of the Proposer: The Proposer must sign the Proposal forms in the space provided for the signature. If the Proposer is an individual, the words "Doing Business As", or "Sole Owner" must appear beneath such signature. In the case of a Partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Proposer is a limited liability company, the title of person signing the Proposal on behalf of the limited liability company must be stated and evidence of his authority to sign the Proposal must be submitted.

SUBMISSION OF PROPOSALS

- A. Proposals shall be submitted to the County at the designated location not later than the time and date for receipt of Proposals indicated in the RFP solicitation, or any extension thereof made by Addendum. The County's representative authorized to open the Proposals will decide when the specified time has arrived and no Proposals received thereafter will be considered. Proposals received after the time and date for receipt of Proposals will be returned unopened.
- B. Winnebago County Purchasing Department receives Proposals by paper only. Please DO NOT email or fax Proposals.
- C. Each Proposer shall submit with its Proposal the required evidence of his qualifications and experience.

PERFORMANCE BOND REQUIRED: Within fourteen (14) calendar days of notification of Contract award, a Performance Bond for the amount of the Contract will be required from the successful Proposer and shall be valid throughout the life of the Contract. The Performance Bond will be returned at the successful completion of the Contract. Failure to furnish the required bond within the time specified may be cause for rejection of the Bid and any bid deposit may be retained by the County as liquidated damages and not as a penalty.

PROPOSAL DUE DATE DEADLINE

Responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons, to meet the **Proposal Due Date and Time Deadline**. Proposals will be accepted during the normal course of business from 8:00 AM to 5:00 PM local time, Monday through Friday, except for legal holidays, at the County's Purchasing Department. Proposals arriving after the stated **Proposal Due Date and Time Deadline** will not be accepted and shall be returned to the Proposer unopened. The Purchasing Department timestamp shall be the official time.

PROPOSAL OPENING

Properly identified Proposals, received on time, will be opened by the County Purchasing Department. Proposals will be opened and evaluated in private and submittal information will be kept confidential until a final selection is made. Proposals are subject to public disclosure after the **Proposal Due Date Deadline**, in accordance with State Law under the Freedom of Information Act (FOIA).

The opening of a Proposal does not constitute the County's acceptance of the Proposer as a responsive and/or responsible Proposer. Proposals must be delivered to: Winnebago County Purchasing Department, 404 Elm Street, Room 202, Rockford, IL 61101, as outlined in the **Schedule of Events**. Proposals received after the **Proposal Due Date Deadline** will be rejected.

MODIFICATION OF PROPOSALS

Proposer may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date Deadline. County will not accept any modifications to Proposer's proposal after the Proposal Due Date except in connection with a requested clarification(s).

Modification email communication subject line should read: "**PROJECT #: Project Name - Proposal Modification**" and shall comply with requirements as outline in SCHEDULE OF EVENTS or related addenda.

AWARD OF CONTRACT

- A. The County reserves the right to waive any informality in any Proposal, or to re-advertise for all or part of the work contemplated. If proposals are found to be acceptable, written notice will be given to the selected Proposer of the award of the contract. The County reserves the right to reject any and all Proposals.
- B. If the award of a contract is annulled, the County may award the contract to another Proposer(s), or the work may be re-advertised or may be performed by other qualified personnel as the County decides.
- C. A contract will be awarded to the Proposer(s) deemed to provide the services which are in the best interest of the County.
- D. The County also reserves the right to reject the Proposal of a Proposer who has previously failed to perform properly or to complete contracts of a similar nature on time.
- E. Unless otherwise specified by the Proposer, the County has no less than one hundred twenty (120) days to make a final selection.

END OF SECTION TWO: INSTRUCTION TO PROPOSERS

SECTION THREE: INSURANCE REQUIREMENTS

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease	\$2,000,000 \$2,000,000 \$2,000,000
Commercial General Liability A. Per Occurrence B. General Aggregate 1. General Aggregate- Per project 2. General Aggregate - Products/ Completed Operations	\$5,000,000 \$5,000,000 \$5,000,000 \$5,000,000
Business Auto Liability	\$2,000,000
General Umbrella Excess Liability	\$5,000,000
Professional Liability or Errors and Omissions	\$2,000,000

CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

The Proposer shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to the County of Winnebago within fifteen (15) days after award of contract or acceptance of the Proposal, with the County of Winnebago listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Proposer/Proposer. Policies shall be written by companies licensed to do business in the State of Illinois and having an agent for service of process in the State of Illinois.

The County shall be named as an Additional Insured on the General Liability and Vehicle Liability policies.

CHANGES IN INSURANCE COVERAGE:

The Proposer will immediately notify the Winnebago County Purchasing Department if any insurance has been cancelled, materially changed, or renewal has been refused and the Proposer shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits.

If suspension of work should occur due to insurance requirements, upon verification by the County of required insurance, the County will notify Proposer when they can proceed with work.

Failure to provide and maintain required insurance coverage(s) and limits could result in immediate cancellation of the Contract and the Proposer shall accept and bear all costs that may result due to the Proposer's failure to provide and maintain the required insurance.

END OF SECTION THREE: INSURANCE REQUIREMENTS

SECTION FOUR: SPECIFICATIONS

County of Winnebago Illinois Public Safety Building Remodel – Design-Build Project

A. Overview:

1. The project involves providing full design build services for a family courts center on the 1st and 2nd floor, upgraded base building MEP infrastructure throughout, and a demolition on the 3rd and 4th floors in the existing Public Safety building in Winnebago County Rockford, IL.
2. Winnebago County representatives and consulting partners will oversee the project. The project will have two individual user groups that will need to be engaged by the design build team.
 1. Family Court Center
 - The Family Courts Center is comprised of up to 51,000 sq ft interior buildout with a new exterior entrance and has been developed to a schematic floor plan level. The schematic floor plans and renderings will be used as the basis of design for this project. Cost limitations may require a revisit of the program requirements.
 2. MEPF Infrastructure Upgrades
 - The MEPF infrastructure design has been developed to a schematic level and includes schematic floor plans and a basis of design program that are to be fulfilled as part of this project. It is expected that the scope of this portion of the project will be accomplished without reduction.
 3. 3rd and 4th floor Demolition
 - The 3rd and 4th floor plates should be demolished in preparation for future county buildouts.
3. Your design services must include full architectural (including interior design), structural, mechanical, plumbing, electrical, low voltage, and fire protection. This proposal is to include all FF&E including furniture, fixtures, equipment, signage, card access/security, and AV. The only scope of work that the county would hire out directly is any environmental testing, abatement and or remediation work.
4. The available funds for a complete design build project: \$32 million dollars (including soft costs). The only exclusions are the above-mentioned owner direct items listed.
5. A schedule has been included outlining the RFP and approval process from the County. A DRAFT timeline has been included for design and construction milestones as a basis for this RFP, however respondents will be required to provide a detailed design and construction schedule.
6. The County will be entering into an AIA A141 (GMP) contract agreement with the successful respondent. A copy of the AIA A141 has been attached for reference.

B. Goals and Objectives:

1. Develop and construct a facility that meets the needs of the County and the community.
2. Ensure that the design-build solution is functional, efficient, and cost-effective. Your team is expected to stay within the County's budget. In case of budget overruns, provide value engineering solutions at no additional costs to the County.

3. Collaborate with relevant stakeholders, including Winnebago County officials, public safety personnel, consulting partners, and contractors, to ensure the design-build solution aligns with operational requirements and budgetary constraints.
4. Ensure that the design build solution is compliant with all relevant codes and regulations.

C. Scope of Work:

1. General

- a. Conduct a thorough assessment of the existing architectural, structural, mechanical, plumbing, and electrical systems to coordinate the new Family Courts Center buildout, the 3rd and 4th floor demolition work, with the existing and future house MEP system upgrades. The design builder is not to be solely reliant on the schematic and or conceptual designs provided. A coordinated site tour will be arranged by appropriate officials of Winnebago County.
- b. Align your design-build solution to accommodate all (3) projects into one seamless and coordinated design and construction effort.
- c. Prepare and manage a detailed design and construction schedule throughout the course of the project. Attached is a DRAFT project schedule for reference.
- d. Provide expert advice and guidance throughout the design, budgeting, construction document, and construction phases, including attending meetings, addressing stakeholder feedback, and incorporating necessary revisions.
- e. Prepare a design-build scope for appropriate demolition of existing architectural/MEPF systems to support the new projects. Please note it is the intent of the County to have the entire floor plates of floors 1-4 demolished while a construction team is mobilized onsite for this project.
- f. Develop design-build drawings based on the approved schematic and conceptual designs within the limitations of the budget.
- g. Prepare contract documentation that will be used for estimating, bidding, and construction phases, including drawings and specifications. Renderings may be required for client and or public presentations.
- h. This scope of work includes all budgeting efforts through each phase of design including but not limited to schematic, design development, and construction documents.
- i. Submit project drawings to the appropriate authorities having jurisdiction for plan review and approval and obtain all required permits.
- j. Provide construction administration services, including site visits and inspections as required throughout the duration of the project.
- k. Include any necessary time to attend meetings during the design and construction phases of the project.
- l. Develop wall, ceiling, and floor configurations to work best within and utilize the existing building conditions.
- m. Review and coordinate architectural drawings with your sub-consultants' design drawings.
- n. Coordinate your design-build drawings with owner direct vendors.

2. MEPF Infrastructure Upgrades

- a. Mechanical, Electrical, Plumbing, and Fire protection (MEPF) design-build services (Please reference the attached basis of design and SD drawings from consultants included in Reference Docs):
- b. Design and construct new tenant HVAC systems for the building, including heating, ventilation, air conditioning, and building controls.
- c. Design and construct plumbing systems for the building, including domestic water, storm water, and sanitary systems.
- d. Design and construct fire protection systems for the building, including sprinklers and fire alarm system. Please note that the existing building is not sprinkled. The fire protection design will be a performance specification and scope design, with final design-build documents, calculations, and submittals by the fire protection subcontractor.
- e. Design and construct electrical systems for the building, including power distribution, lighting, and communication systems.
- f. Design and construct low voltage systems for the building, including security/access control, audiovisual, and data systems.

3. Family Courts Center

- a. The proposed 51,000 sq ft family courts center is expected be built on the 1st and 2nd floors per the attached schematic design floor plans and renderings. The family courts center work will include a temporary relocation of the secure entrance while the new secure entrance is being built. Three new stretcher sized elevators, two public, and one secure are to be included as part of the project program. Please reference the included plans for further detail.

4. 3rd and 4th Floor Demolition

- a. This RFP requires demolishing the 3rd and 4th floors to create an open floor plan, which will allow for flexible future interior buildouts within the county facility. By removing existing partitions and walls, the county can achieve a seamless, unobstructed space that can be customized to meet their future needs. To ensure compliance with safety and building codes, the 3rd and 4th floors will be equipped with temporary lighting, heating, and fire suppression systems. These temporary measures will maintain a safe environment during the transition while allowing for future modifications.

D. Reference Docs:

- Family Courts Center schematic floor plans.
- Family Courts Center renderings.
- PSB Building projects schedule.
- PSB infrastructure project basis of design docs.
- PSB Building Asbestos inspection report.
- PSB Building As built drawings.
- AIA A141 GMP Contract.

Request access to the reference documents here: [Request Reference Docs Here](#)

Proposals must be all inclusive, if subcontractors are required it is the responsibility of the successful Proposer to obtain, coordinate, and compensate them. Subcontractors are to be provided when applicable to Phase I and II.

END OF SECTION FOUR: SPECIFICATIONS

SECTION FIVE: PHASE I DELIVERABLES

Proposer is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete may be rejected without notification. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Proposer's ability to satisfy the requirements in this RFP. Proposer is responsible for all errors or omissions contained in its proposal.

Submission of a Proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP specifications and terms, and the County's Purchasing Ordinance and that the Proposer understands and agrees to abide by each, and all of the stipulations and requirements contained therein.

The County reserves the right to accept or reject any and all Proposals received, and waive any and all technicalities.

Responses should follow the sequence and structure outlined in this RFP. A complete response for each section shall be provided by Proposer. Failure to follow the instructions in this RFP may, at the County's sole discretion, result in the rejection of Proposer's proposal.

Hard copy proposal responses must follow the requirements below.

- ✓ Provide all information requested on standard 8 ½" 11" paper using 12 font.
- ✓ Do not include advertising materials or brochures.
- ✓ Submit one (1) original, plus six (6) copies of proposal, and one (1) on a USB drive.
- ✓ Original must be identified as original and the copies identified as copies.
- ✓ Use of a binder with tabs to separate the Proposal sections.

PHASE I – QUALIFICATIONS AND DELIVERABLES

SECTION 1: Proposal Title Page

The title page should include, at minimum, the following:

Name of Project /RFP

Submitted by [Proposer's Name]

Date of Submittal [MM/DD/YYYY]

SECTION 2: Letter of Transmittal

The transmittal letter shall:

- Indicate the intention of the Proposer to adhere to the provisions described in the RFP without County approved modification.
- Identify the submitting organization and sub consultants.
- Identify the person, by name and title, authorized to contractually obligate the organization.
- Identify the contact person responsible for this response, specifying name, title, mailing address, phone, and email address.
- Acknowledge addendums made to this RFP.
- Acknowledge the Proposal is considered firm for one hundred and twenty (120) days after the due date for receipt of Proposals.
- Provide the original signature of the person authorized to contractually obligate the organization.
- Signed by a company representative who is authorized to negotiate on behalf of the company.

SECTION 3: Proposal Table of Contents

The Proposal table of contents should outline Proposer Response Section.

SECTION 4: Proposal Executive Summary

Include a brief executive overview of your Proposal and any additional noteworthy information.

SECTION 5: Proposer Qualifications and Litigation History

- A brief profile of the company.
- A brief description of the organization structure and primary products and services provided.
- Company's experience in performing work of a similar size and nature to that solicited in this RFP, including timeliness of each reference.
- Highlight participation in such work by key personnel proposed for assignment to this project.
- Identify where you are located and where your support staff will be coming from.

SECTION 6: Project Design, Staffing and Organization

Identify key personnel who will be assigned to the project, their qualifications and experience, and the firm's commitment to maintain assignment for duration of project, assuming a 2024 start date. Preferably, identify the Account Executive, Project Manager(s), and key off-site team members, as deemed appropriate.

The specific staff identified in the Proposal may not be changed prior to commencement of work or during the course of the project without the specific approval of County's designee and two-week notice. Replacement candidates must have the same or higher level of similar experience as the original project team member they replace. Resumes of replacements shall be submitted with all applicable information.

As part of their duties, Proposer personnel may come in contact with confidential information, and are required to hold confidential any such information. The Proposer must attest that team members have not been convicted of a felony offense and a background check has been performed. Proposer is responsible for background check.

SECTION 7: Past Project Experience

List a minimum of four (4) previous projects your team has completed recently of similar size, scope, and scale. Please outline your experience in working with any proposed subconsultants as well.

SECTION 8: Business References

List a minimum of four (4) references, including at least two (2) governmental entities, whom you have provided similar size and scope of services.

Signed Proposal Signature Form

Proposers must sign, in ink, the **Proposal Form**, where indicated. Unsigned Proposals will not be considered. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County, if the Proposer is determined to be the most responsive and responsible Proposer.

Proposal Return Label

Proposals must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the **Proposal Return Label** secured to the lower left-hand corner.

END OF SECTION FIVE: PHASE I DELIVERABLE

SECTION SIX: PHASE II DELIVERABLES

*****THE FOLLOWING REQUIREMENTS ARE RESERVED FOR PHASE II***
WHICH WILL BE INVITATION ONLY AFTER PHASE I EVALUATIONS**

PHASE II – TECHNICAL AND COST DELIVERABLES

- ✓ Hard copy proposal responses must follow the requirements below.
- ✓ Provide all information requested on standard 8 ½" 11" paper using 12 fonts.
- ✓ Do not include advertising materials or brochures.
- ✓ Submit one (1) original, plus six (6) copies of proposal, and one (1) on a USB drive.
- ✓ Original must be identified as original and the copies identified as copies.
- ✓ Provide tabs to separate the Proposal sections to be added to Phase I Proposal Binder.

SECTION 1: Proposal Title Page

The title page should include, at minimum, the following:

Name of Project /RFP

Submitted by [Proposer's Name]

Date of Submittal [MM/DD/YYYY]

SECTION 2: Proposal Table of Contents – Revised to include Phase II Proposal

The Proposal table of contents should outline Proposer Response Section

SECTION 3: Technical and Design

Present project objectives and proposed services. Explain specific risks you see related to this project and how your organization will manage/mitigate these risks. The Proposal must include infrastructure, management, and professional services necessary for supporting the needs of the County.

SECTION 4: Solution Profile

This section should address the general requirements described previously in this RFP (see RFP - SECTION FOUR: SPECIFICATIONS). This should also include any and all proposed subcontractors as well.

SECTION 5: Specification Exceptions and Value-Added Options

Where the Proposal differs from the requirements, the Proposer shall note the difference and describe how the Proposal will meet the County's needs without including the specific requirements. This section should include any specification exceptions you are taking from the RFP, as well as any value-added options you would like to present. Include your work around or alternative, if applicable. Any Exceptions to this RFP, where Proposer's response does not comply must be addressed and listed in **Appendix # - Exceptions & Deviations**.

Termination

Please clearly outline any provisions and/or penalties if the County were to stop the project prior to completion without cause.

SECTION 6: Proposal Budgeting

Response must provide a comprehensive design-build budget, which should include a division summary and division detail. The budget will outline all allowances, contingencies, soft cost, and all design costs. Proposal shall include a breakdown of all rates, fees, reimbursable expenses, etc.

SECTION 7: Proposed Schedule

Response must include a comprehensive detailed schedule that will outline design budgeting and construction activities.

SECTION 8: Scope Narrative

Response must include a scope narrative by division listing detailed assumptions and clarifications for proposed materials, products and systems you plan to utilize.

Proposal Return Label. Proposals must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the **Proposal Return Label** secured to the lower left-hand corner.

SECTION 9: Oral Presentation

Additions, deletions, or substitutions may not be made to proposals during oral presentation or demonstration, unless they may be viewed as a clarification(s). Proposers whose proposals do not meet mandatory requirements set forth in this RFP will be considered non-compliant. Proposers may be disqualified and its proposal rejected.

END OF SECTION SIX: PHASE II DELIVERABLES

SECTION SEVEN: EVALUATION FACTORS AND CRITERIA

Proposals will be evaluated by an evaluation committee who shall review, evaluate, and verify information submitted by Proposer. All proposals will be evaluated and scored according to the following Evaluation Criteria. It is the intent of the County to conduct a fair and comprehensive evaluation of all proposals received. The contract for this RFP will be awarded to the Proposer who submitted a proposal that is most advantageous to the County.

The evaluation committee will recommend an award, to the Winnebago County Board, for the highest scoring proposal. The Winnebago County Board will make the final decision as to award of a contract/agreement.

PHASE I EVALUATION – Qualifications

Phase I will evaluate design-build entities based on qualifications.

Per IL Public Act 102-0954, the County shall include the following criteria for Phase I evaluation:

- ✓ Experience of personnel
- ✓ Successful experience with similar project types
- ✓ Financial capability
- ✓ Timeliness of past performance
- ✓ Experience with similarly sized projects
- ✓ Successful reference checks of the firm
- ✓ Commitment to assign personnel for the duration of the project and qualifications of the entity's consultants
- ✓ Ability or past performance in meeting or exhausting good faith efforts to meet the utilization goals for business enterprises established in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act and with Section 2-105 of the Illinois Human Rights Act

PHASE II EVALUATION – Technical and Cost

Phase II will evaluate technical and cost proposal.

Per IL Public Act 102-0954, the county shall include the following criteria for Phase II evaluation:

- ✓ Compliance with objectives of the project
- ✓ Compliance of proposed services to the request for proposal requirement
- ✓ Quality of products or materials proposed
- ✓ Quality of design parameters
- ✓ Design concepts
- ✓ Innovation in meeting the scope and performance criteria constructability of the proposed project

RFP Evaluation Criteria	
PHASE I: Qualifications	
1	Completeness of Response <i>All instructions and format requirements followed. Standard contract included and all other requested information plus attachments.</i>
2	Qualifications & Financial Capability
3	Key Personnel
4	Relevant Project Experience
5	Business References
PHASE II: Technical and Cost	
6	Project Compliance and Implementation <i>Proposed services to the requested requirements.</i>
7	Design Concepts
8	Quality of Design Parameters
9	Innovation & Constructability <i>Following proposal requests to meet scope and performance criteria.</i>
10	Pricing <i>Quality of products and materials proposed.</i>

END OF SECTION SEVEN: EVALUATION FACTORS AND CRITERIA

SECTION EIGHT: BUSINESS REFERENCES

List below a minimum of four (4) references, including two (2) governmental entities, whom you have provided similar services. (All references will be contacted)

- 1. Business: _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

- 2. Business: _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

- 3. Business: _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

- 4. Business: _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

END OF SECTION EIGHT: REFERENCES

PROPOSAL SIGNATURE FORM

Name of Proposer			
Contact Person			
Address			
City, State, ZIP			
Telephone		FEIN No.	
Email(s)			

TO: Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies they are an:

- OWNER/SOLE PROPRIETOR MEMBER OF PARTNERSHIP AN OFFICER OF CORPORATION MEMBER OF JOINT VENTURE

Further, as the Proposer, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he/she has fully examined the proposed forms of agreement and the scope of services or work specifications for the above designated service, and all other documents referred to or mentioned in the solicitation documents, specifications and attached exhibits, including Addenda.

(Proposer, must list below any and all Addenda or your offer will be rejected, as non-responsive)

No(s): _____ and _____ and _____ issued thereto;

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate. The Affiant deposes and says that he/she has examined and carefully prepared this Proposal and has checked the same in detail before submitting this Proposal, and that the statements contained herein are true and correct.

Further, the Proposer certifies that he/she has provided equipment; supplies or services comparable to the items specified in this solicitation to the parties listed in the Business Reference Form and authorizes the County to verify references of business and credit at its option. Finally, the Proposer, if awarded a contract, agrees to do all other things required by the solicitation documents, and that he/she will take in full payment therefore the sums set forth in any resulting contract award.

SIGNATURE OF PROPOSER

SIGNATURE _____

Name and Title of Signer _____

Dated this _____ **day of** _____ **2024**

RETURN PROPOSAL LABEL

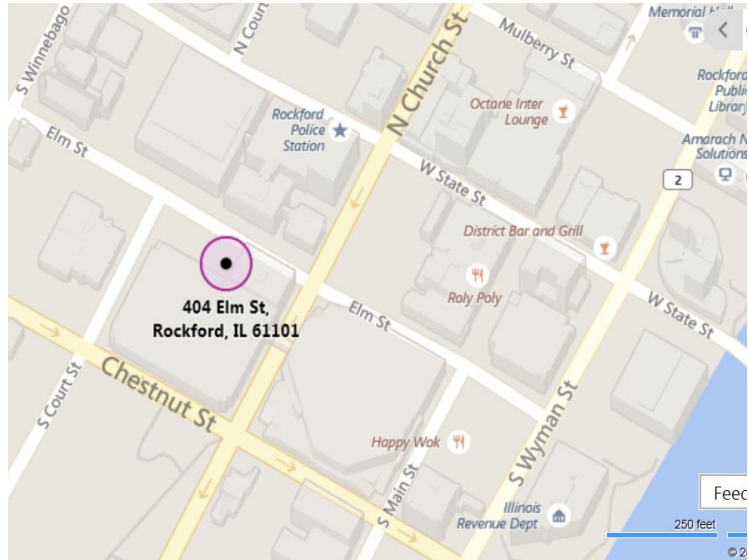


The County of Winnebago, Illinois will receive sealed Proposals at:

**WINNEBAGO COUNTY
PURCHASING DEPARTMENT
404 ELM STREET, ROOM 202
ROCKFORD, ILLINOIS 61101**

All Proposals must be enclosed in sealed envelopes marked:

**“PUBLIC SAFETY BUILDING
REMODEL DESIGN-BUILD
PROJECT”**



ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY – PLEASE USE BELOW FOR YOUR CONVENIENCE



<p>PROPOSAL# 24P-2320</p>	<p>WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101</p>
<p>PURCHASING DEPARTMENT</p>	
<p>PROPOSAL NAME: PUBLIC SAFETY BUILDING REMODEL DESIGN-BUILD PROJECT</p>	
<p>PROPOSAL DUE DATE/TIME: PHASE I: 6/7/2024 2:00 PM PHASE II: 8/15/2024 2:00 PM</p>	